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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

SCOOBEEZ GLOBAL, INC., an Idaho  
corporation, formerly known as ABT  
HOLDINGS, INC, an Idaho corporation;  
SCOOBEEZ, a California corporation,

Plaintiff,

vs.

IMRAN FIROZ, an individual, and DOES 1  
through 50, inclusive,

Defendants.

IMRAN FIROZ, an individual,

Cross-Complainant,

vs.

SCOOBEEZ GLOBAL, INC., an Idaho  
corporation, formerly known as ABT  
HOLDINGS, INC, an Idaho corporation;  
SCOOBEEZ, a California corporation, SHAHAN  
OHANESSIAN, an individual; RICHARD A.  
(DICK) DOLAN, an individual; LANCE  
BRINKER, an individual; SHOUSHANA  
OHANESSIAN, an individual; and JOWITA  
CHOMENTOWSKA, an individual; Third-Party  
Defendant(s) and DOES 1 through 50, inclusive,

Cross-Defendants.

Case No.: EC067690

**CROSS-COMPLAINT FOR:**

1. **BREACH OF FIDUCIARY DUTY (DERIVATIVE CLAIM);**
2. **CONVERSION (DERIVATIVE CLAIM)**
3. **BREACH OF CONTRACT (EXECUTIVE EMPLOYMENT AGREEMENT);**
4. **WRONGFUL TERMINATION;**
5. **RETALIATION (GOVERNMENT CODE §12940, ET SEQ.);**
6. **RETALIATION (LABOR CODE §§ 98.6 AND 1102.5);**
7. **VIOLATION OF BUSINESS & PROFESSIONS CODE §17200, ET SEQ.; AND**
8. **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)**

*Complaint Filed: January 9, 2018*

1 Cross-Complainant Imran Firoz ("Cross-Complainant" or "Firoz"), for his Cross-  
2 Complaint against Cross-Defendant SCOOBEEZ GLOBAL, INC., an Idaho corporation  
3 ("Scoobeez Global"), formerly known as ABT HOLDINGS, INC, an Idaho corporation ("ABT");  
4 SCOOBEEZ, a California corporation ("Scoobeez"); SHAHAN OHANESSIAN, an individual;  
5 RICHARD A. (DICK) DOLAN, an individual; LANCE BRINKER, an individual; SHOUSHANA  
6 OHANESSIAN, an individual; JOWITA CHOMENTOWSKA, an individual (collectively, the  
7 "Individual Defendants"); and DOES 1 through 50, (collectively, "Cross-Defendants") inclusive,  
8 hereby allege as follows:  
9

10 **THE PARTIES**

- 11
- 12 1. Cross-Complainant Firoz is, and at all times herein mentioned was, an individual residing  
13 in the County of Orange, State of California.
  - 14 2. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
15 Scoobeez Global is, and was at all times herein mentioned, an Idaho corporation with its  
16 principal place of business at 396 S. Pasadena Ave., Pasadena, CA 91105, and at all  
17 relevant times licensed to do business in California. Prior to March 29, 2017, Scoobeez  
18 Global was known as ABT Holdings, Inc. ("ABT"). Cross-Complainant is informed and  
19 believes, and thereon alleges, that Cross-Defendant Scoobeez is a California corporation,  
20 serving as the operating company, and that Scoobeez Global is the majority shareholder of  
21 Scoobeez, serving as the holding company. Collectively, Scoobeez Global and Scoobeez  
22 shall be referred to herein as the "Company."  
23
  - 24 3. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
25 Shahan Ohanessian ("Ohanessian") is, and at all times herein mentioned was, an individual  
26 residing in the County of Los Angeles, State of California. At all relevant times herein  
27 alleged, Ohanessian was the CEO, Board Member, and Majority Shareholder of Scoobeez  
28 Global, and he also is the CEO of Scoobeez.



- 1 4. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
2 Richard A. Dolan ("Dolan") is, and at all times herein mentioned was, an individual  
3 residing in Clark County, Nevada. Dolan was a Board Member of Scoobeez Global,  
4 effective March 14, 2017.  
5
- 6 5. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
7 Lance Brinker ("Brinker") is, and at all times herein mentioned was, an individual residing  
8 in the County of Wood, State of Texas. Brinker was a Board Member of Scoobeez  
9 Global, effective January 18, 2017.  
10
- 11 6. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
12 Shoushana Ohanessian is, and at all times herein mentioned was, an individual residing in  
13 the County of Los Angeles, State of California. Ms. Ohanessian was a Board Member of  
14 Scoobeez Global, effective March 14, 2017. She is also the Operations Manager of  
15 Scoobeez.  
16
- 17 7. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendant  
18 Jowita Chomentowska ("Chomentowska") is, and at all times herein mentioned was, an  
19 individual residing in the County of Los Angeles, State of California. Chomentowska was  
20 a Board Member of Scoobeez Global, effective March 14, 2017. She is also the Director  
21 of Operations of Scoobeez.  
22
- 23 8. Cross-Complainant is informed and believes, and thereon alleges, that each of the Cross-  
24 Defendants named herein, fictitiously or otherwise, was at all relevant times, the agent,  
25 employee, alter ego or representative of the remaining Cross-Defendants, and while  
26 incurring the debts herein alleged, was at all times acting within the scope of such alter ego,  
27 agency, employment or representation, and that Cross-Defendants, and each of them,  
28 combined and conspired to do each of the things hereinafter alleged and are jointly severally  
liable for the acts complained of herein.

9. Cross-Complainant is informed and believes, and thereon alleges, that each of the Cross-Defendants sued herein, including the Cross-Defendants named Does 1 through 50, inclusive, is and was negligently, tortiously, contractually, comparatively and/or in some other manner responsible, in whole or in part, for the acts and injuries which Cross-Complainants herein allege.

### **GENERAL ALLEGATIONS**

10. The Company provides on-demand delivery services to its clients' customers in various markets across the country. The Company's website address is: [www.scoobeez.com](http://www.scoobeez.com).

11. On or around July 2, 2012, Cross-Complainant executed his Executive Employment Agreement (the "Agreement") with the Company, wherein he agreed to be employed as the President/CEO of the Company. A true and correct copy of the Agreement is attached as **Exhibit "A."**

12. Further, under the Agreement, as of July 1, 2014, Cross-Complainant had earned 150,000,000 restricted shares, all of which had vested. The Company never issued these shares to Firoz.

13. Further, on or around March 6, 2015, the Company issued Firoz 1,600,000 preferred shares as an off-set against \$76,500 of his accrued salary.

14. In addition, on or around May 19, 2015, the Company had a reverse stock split and, as a result, Firoz's 150,000,000 restricted shares split into 65,217 shares.

15. Cross-Complainant is informed and believes, and thereon alleges, that on or around April 2017, Firoz asked the Transfer Agent to convert his 1,600,000 preferred shares into 24,000,000 shares of common stock, which at the time, was valued at \$0.20 per share. The Company did not authorize the Transfer Agent to convert these shares. The Transfer Agent still holds the certificate for Firoz's preferred shares.



- 1 16. Cross-Complainant is informed and believes, and thereon alleges, that the current stock  
2 price is only around \$0.07 per share. As of December 1, 2018, Firoz could have sold  
3 10,000,000 shares of common stock (at the rate of 1,670,000 shares every 90 days) if the  
4 Company had authorized the conversion as of April 2017. Thus, Cross-Complainant is  
5 informed and believes and thereon alleges that the Company caused Firoz to suffer  
6 \$1,300,000 in losses, at \$0.13 per share, since its failure and refusal to convert his shares  
7 on April 2017.  
8
- 9 17. Cross-Complainant is informed and believes, and thereon alleges, that in May 2015,  
10 Scoobeez Global signed two Asset Purchase Agreements with Cross-Defendant Shahan  
11 Ohanessian to purchase the domain name and all the rights, title, interests, and benefits of  
12 proprietary technology app for accident documentation and claim mobile management. As  
13 a result of the transaction, Shahan Ohanessian became the majority shareholder of  
14 Scoobeez Global.  
15
- 16 18. Cross-Complainant is informed and believes, and thereon alleges, that beginning in May  
17 2015 and through the present, Cross-Defendant Ohanessian was the CEO, Board Member,  
18 and Majority Shareholder of Scoobeez Global, and he also is the CEO of Scoobeez.  
19
- 20 19. At this time (May 2015), Cross-Complainant agreed to remain employed as the CFO and  
21 Board Member of the Company under the Agreement, and the Company did not terminate  
22 the Agreement.
- 23 20. Cross-Complainant is informed and believes, and thereon alleges, that in May 2015 and  
24 August 2015, Ohanessian also took control of all banking transactions of the Company.  
25
- 26 21. Cross-Complainant is informed and believes, and thereon alleges, that Ohanessian has  
27 withdrawn approximately \$3,305,000 from the Company and deposited \$1,695,000 into  
28 his personal account(s) and withdrew approximately \$1,610,000 in cash in several  
transactions from Scoobeez's bank account at the Wynn Las Vegas Hotel and Casino,

1 using the Company's debit card, with no authority from the Board or any agreement  
2 between Ohanessian and Scoobeez.

3 22. Cross-Complainant is informed and believes, and thereon alleges, that the Company was  
4 unable to pay its employees their owed wages because of Ohanessian's misappropriation  
5 of the Company's funds.

6 23. Cross-Complainant is informed and believes, and thereon alleges, that the Company was  
7 unable to pay Firoz and its other employees their owed wages because of Ohanessian's  
8 misappropriation of the Company's funds.

9 24. Cross-Complainant is informed and believes, and thereon alleges, that because of  
10 Ohanessian's misappropriation of the Company's funds, the Company was specifically  
11 unable to pay Scoobeez SD, LLC in San Diego; Scoobeez SF, LLC in San Francisco; and  
12 Scoobeez NV, LLC in Las Vegas (collectively known as "Licensee(s)") their agreed  
13 revenue share ("Commission"). As a result, Licensee(s) were unable to pay their  
14 employees, including Drivers, their owed wages.

15 25. Cross-Complainant is informed and believes, and thereon alleges, that because of  
16 Ohanessian's misappropriation of the Company's funds, the Company was unable to pay  
17 its accounts payable to Avitus, Inc., the Company's professional employer organization  
18 that increased accounts payable of more than \$5,700,000 at or before March, 2017.

19 26. Cross-Complainant is informed and believes, and thereon alleges, that because of  
20 Ohanessian's misappropriation of the Company's funds, Ohanessian took a total of  
21 seventeen (17) high-interest cash advances loans on the Company totaling \$3,700,000,  
22 which cost the Company approximately \$2,000,000 in fees, charges, and interest  
23 payments.  
24  
25  
26  
27  
28



1 27. Cross-Complainant is informed and believes, and thereon alleges, that because of  
2 Ohanessian's misappropriation of the Company's funds, the Company defaulted on its  
3 Senior Convertible Note, which adversely affected any future financing of the Company.  
4

5 28. Cross-Complainant is informed and believes, and thereon alleges, that because of  
6 Ohanessian's misappropriation of the Company's funds and unverifiable withdrawal of  
7 large amount of cash from Scoobeez's bank account at the Wynn Las Vegas Hotel and  
8 Casino, using the Company's debit card adversely affected audibility of Company's  
9 financial statements. This caused irreparable harm to make the Company a fully reporting  
10 company under Securities Exchange Act of 1934 and negatively affected the share price  
11 and liquidity of Company's shares.  
12

13 29. In sum, Cross-Complainant is informed and believes, and thereon alleges, that Ohanessian  
14 failed to perform and faithfully execute his duties as majority shareholder, Board Member,  
15 CEO, and President of the Company by, amongst other things:

- 16 a. Embezzling and/or misappropriating money from the Company into his own  
17 personal accounts;  
18  
19 b. Misappropriating confidential and material information and disclosing insider  
20 information to non-corporate officers and to parties that are in direct business  
21 conflict with the Company;  
22  
23 c. Failing to report financial information to the Board of Directors properly;  
24  
25 d. Wrongfully terminating Cross-Complainant Firoz;  
26  
27 e. Failing to pay employees agreed-upon salaries after misappropriating corporate  
28 funds.

30. Cross-Complainant Firoz as Company's CFO and Board Member made significant efforts  
to obtain the actions desired from the directors of the Company, including from the  
Individual Defendants, and, including but not limited to:

- a. On March 3, 2017 demanded Ohanessian in writing via Company's email to show cause and provide explanation of misappropriation of Company's funds on March 3, 2017.
- b. On March 4, 2017 met with Ohanessian at his residence with Javan Khazali ('Consultant'), resident of Laguna Hills, California, who acted as a witness. During the meeting Firoz informed Ohanessian that such misappropriation of funds are unauthorized, illegal, fraudulent, in violation of both Senior Convertible Note and the material disclosure requirements of a publicly traded company in accordance to Form 10 filed with the SEC, which was active.
- c. On March 5, 2017, upon receiving bank statements as evidence which confirmed the misappropriation of funds by Ohanessian, Firoz demanded receipts, documentation, and support of use of funds. Ohanessian failed to provide support for all cash transactions for at least \$1,500,000 from October 2016 to March 2017.
- d. On March 8, 2017, upon request of Hillair Capital Investments LP ('Hillair'), senior lender, a meeting was held at Duke Hotel, Newport Beach, Juniper Boardroom to discuss the financial condition of the Company. Following individuals attended the meeting: Ohanessian, Firoz, Neal Kaufman (Managing Partner, Hillair), Sean McAvoy (Managing Partner, Hillair) and Javan Khazali (Consultant). In the presence of the attendees, Ohanessian acknowledged and confirmed that he transferred the funds equal to \$1,696,500 to his account.
- e. On March 9, 2017, Hillair sent a list of recommendations via email to the Company to establish certain measures for any future investment in the Company. Among other things, Hillair recommended that Ohanessian resign as the CEO, and Firoz appointed as the interim CEO, Defendant Shoushana Ohanessian resign as the Board Member, Ohanessian and Defendant Shoushana Ohanessian removed from



- 1 all banking authorization, Firoz and one Board Member to have access to all  
2 banking authorization, and other items.
- 3
- 4 f. On March 9, 2017, Firoz informed Mahesh Shetty, Board Member on the events,  
5 and briefed him on measures and corporate actions required by the Board to ensure  
6 follow-up funding from Hillair so that the Company can continue as a going  
7 concern. Firoz instructed Mahesh Shetty to contact and notify Defendant Lance  
8 Brinker.
- 9
- 10 g. On March 10, 2017, both Ohanessian and Defendant Shoushana Ohanessian  
11 submitted their notarized resignations as the CEO and Board Member of the  
12 Company respectively. Ohanessian removed all his access and banking authority  
13 from Company's bank accounts.
- 14
- 15 h. On March 13, 2017, a Board meeting was held to appoint Javan Khazali as the  
16 Board Member in place of Defendant Shoushana Ohanessian, and to appoint Firoz  
17 as the interim CEO. The Board meeting was attended by Ohanessian, Firoz,  
18 Mahesh Shetty, Defendant Lance Brinker, and Company's legal counsel Marc  
19 Ross, Henry Niser of Sichenzia Ross Ference Kesner LLP.
- 20
- 21 i. On March 14, 2017, Ohanessian informed the Board that as a majority shareholder  
22 of the Company he had reinstated himself as the CEO of Scoobeez Global and  
23 Scoobeez and removed Firoz and Mahesh Shetty as Board Members. Ohanessian  
24 also appointed following Defendants as Board Members – Shoushana Ohanessian,  
25 Richard ('Dick') A. Dolan, and Jowita Chomentowska.
- 26
- 27 31. On March 15, 2017, Firoz emailed his report to the Board including Defendants Richard  
28 Dolan and Lance Brinker urging the Board to have a Special Meeting to investigate  
misappropriation of Company's funds and fraudulent activity carried out by Ohanessian.  
Firoz also emailed Scoobeez Global's Articles, which clearly state in Section X that such

1 action to remove existing Board by a majority vote is binding only in the absence of a  
2 fraud.

3  
4 32. Cross-Complainant is informed and believes, and thereon alleges, that the Company  
5 purported to terminate Firoz from all of his positions with the Company on March 14,  
6 2017, after Firoz gained knowledge of these fraudulent events. However, the Company  
7 failed to serve Cross-Complainant with any required notices under his Agreement.

8 33. Cross-Complainant is informed and believes, and thereon alleges, that from January 2012  
9 to March 2017, the Company owes Cross-Complainant Firoz at least \$281,433 in unpaid  
10 salary, and Cross-Complainant owns 1.6 million preferred shares of stock in the Company.  
11

12 **FIRST CAUSE OF ACTION**

13 **(For Breach of Fiduciary Duty—Derivative Action)**

14 **(Against All Cross-Defendants)**

15 34. Cross-Complainant re-alleges and incorporates by reference the allegations contained in  
16 paragraphs 1 through 33, above.

17 35. Cross-Complainant Firoz was a shareholder of the Company at the time of the transactions  
18 of which he complains.

19 36. This derivative claim is not a collusive action to confer jurisdiction on this court which it  
20 would not otherwise have.

21 37. After Firoz gained knowledge of and blew the whistle on the wrongful activities alleged  
22 herein, Firoz demanded that the Company act to address and resolve these transactions, but  
23 his demand was futile and he could not obtain the actions desired, necessitating this action,  
24 because Ohanessian conspired with Individual Defendants to illegally remove Firoz and  
25 Mahesh Shetty as Board Member in violation of Scoobeez Global's Articles.

26 38. Cross-Complainant is informed and believes, and thereon alleges, that by reason of their  
27 positions as officers, directors and/or fiduciaries of the Company and because of their  
28 ability to control the business and corporate affairs of the Company, the Individual



Defendants owed the Company and its shareholders fiduciary obligations of good faith, loyalty and candor, and were and are required to use their utmost ability to control and manage the Company in a fair, just, honest and equitable manner.

39. Cross-Complainant is informed and believes, and thereon alleges, that each of the Individual Defendants breached this duty owed to the Company by taking the actions described above.
40. Cross-Complainant is informed and believes, and thereon alleges, that in committing the wrongful acts alleged herein, the Individual Defendants have pursued, or joined in the pursuit of, a common course of conduct, and have acted in concert with and conspired with one another in furtherance of their common plan or design.
41. Cross-Complainant is informed and believes, and thereon alleges, that for all times relevant hereto, the Individual Defendants collectively and individually initiated a course of conduct that was designed to and did: (i) conceal the fact that Scoobeez was improperly misrepresenting the health of its business model; (ii) conceal Cross-Defendant Ohanessian's personal expenditures of the Company's funds amounting to at least \$1,610,000; (iii) deceive the investing public, including shareholders of Scoobeez, regarding the Individual Defendants' management of Scoobeez's operations, the Company's health and stability, and its future business prospects that had been misrepresented by the Individual Defendants. In furtherance of this plan, conspiracy, and course of conduct, the Individual Defendants collectively and individually took the actions set forth herein.
42. Cross-Complainant is informed and believes, and thereon alleges, that the Individual Defendants engaged in a conspiracy, common enterprise, and/or common course of conduct during the Relevant Period. During this time, the Individual Defendants caused the Company to conceal the true fact that the Company was misrepresenting its business prospects.
43. Cross-Complainant is informed and believes, and thereon alleges, that the Individual Defendants accomplished their conspiracy, common enterprise, and/or common course of conduct by causing the Company to purposefully, recklessly, or negligently release

1 improper statements. Because the actions described herein occurred under the authority of  
2 the Board, each of the Individual Defendants was a direct, necessary, and substantial  
3 participant in 8 the conspiracy, common enterprise, and/or common course of conduct  
4 complained of herein.

5  
6 44. Cross-Complainant is informed and believes, and thereon alleges, that each of the  
7 Individual Defendants aided and abetted and rendered substantial assistance in the wrongs  
8 complained of herein. In taking such actions to substantially assist the commission of the  
9 wrongdoing complained of herein, each Individual Defendant acted with knowledge of the  
10 primary wrongdoing, substantially assisted the accomplishment of that wrongdoing, and  
11 was aware of his overall contribution to and furtherance of the wrongdoing.

12 45. Cross-Complainant is informed and believes, and thereon alleges, that each of the  
13 Individual Defendants, because of their positions of control and authority as directors  
14 and/or officers of the Company, was able to and did, directly and/or indirectly, exercise  
15 control over the wrongful acts complained of herein, as well as the contents of the various  
16 public statements issued by the Company.

17 46. Cross-Complainant is informed and believes, and thereon alleges, that to discharge their  
18 duties, each of the Individual Defendants was required to exercise reasonable and prudent  
19 supervision over the management, policies, practices and controls of the Company. By  
20 virtue of such duties, the officers and directors of Scoobeez were required to, among other  
21 things:

22 a. Exercise good faith to ensure that the affairs of the Company were conducted in  
23 an efficient, business-like manner so as to make it possible to provide the highest  
24 quality performance of their business;

25 b. Exercise good faith to ensure that the Company was operated in a diligent,  
26 honest and prudent manner and complied with all applicable federal, state and  
27 foreign laws, rules, regulations and requirements, and all contractual obligations,  
28 including acting only within the scope of its legal authority;



- 1 c. Exercise good faith in supervising the preparation, filing and/or dissemination of  
2 financial statements, press releases, audits, reports or other information required by  
3 law, and in examining and evaluating any reports or examinations, audits, or other  
4 financial information concerning the financial condition of the Company;  
5  
6 d. Refrain from unduly benefiting themselves and other Company insiders at the  
7 expense of the Company; and  
8  
9 e. When put on notice of problems with the Company's business practices and  
10 operations, exercise good faith in taking appropriate action to correct the  
11 misconduct and prevent its recurrence.

12 47. The conduct of the Individual Defendants complained of herein involves a knowing and  
13 culpable violation of their obligations as directors and/or officers of Scoobeez, the absence  
14 of good faith on their part and a reckless disregard for their duties to the Company and its  
15 shareholders that the Individual Defendants were aware or should have been aware posed a  
16 risk of serious injury to the Company.

17 48. The Individual Defendants breached their duties of loyalty and good faith by allowing  
18 defendants to cause, or by themselves causing, the Company to misrepresent its condition  
19 and business prospects, as detailed below, and by failing to prevent the Individual  
20 Defendants from taking such illegal actions. In addition, as a result of defendants' illegal  
21 actions and course of conduct during the Relevant Period, the Company is now the subject  
22 of class action lawsuits that allege violations of securities laws. As a result, Scoobeez has  
23 expended, and will continue to expend, significant sums of money.

24  
25 49. The aforementioned acts were willful, wanton, malicious, and/or oppressive, and were  
26 undertaken with the specific intent of advancing Cross-Defendants' own financial interests  
27 at the expense of, and with total disregard for, the rights and interests of Firoz. Firoz is  
28 therefore entitled to exemplary and punitive damages according to proof at trial.

**SECOND CAUSE OF ACTION**

**(For Conversion—Derivative Action)**

**(Against Cross-Defendant Ohanessian)**

50. Cross-Complainant re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 49, above.

51. Cross-Complainant is informed and believes, and thereon alleges, that Ohanessian has withdrawn approximately \$3,305,000 from the Company and deposited \$1,695,000 into his personal account(s) and withdrew approximately \$1,610,000 in cash in several transactions from Scoobeez's bank account at the Wynn Las Vegas Hotel and Casino, using the Company's debit card, with no authority from the Board or any agreement between Ohanessian and Scoobeez.

52. Cross-Complainant is informed and believes, and thereon alleges, that in or around January 2016, Ohanessian leased three cars, including two luxury BMW cars, making the payments through Scoobeez accounts. Ohanessian made these purchases without authorization of the Board nor any agreement between him and Scoobeez.

53. Ohanessian's actions were willful, malicious, fraudulent and oppressive, and were committed with the wrongful intent to injure the Company and in conscious disregard of the Company's rights. As a direct and proximate result of Ohanessian's conversion of Company's funds resulting in default of Senior Convertible Note, the Company's equity has become worthless.

54. Ohanessian's actions were willful, malicious, fraudulent and oppressive, and were committed with the wrongful intent to injure the Company and in conscious disregard of the Company's rights. As a direct and proximate result of Ohanessian's conversion of Company's funds resulting in violation of Licensee agreements, Professional Employer



Organization agreement, and Employment agreements, the Company's is facing several current and potential legal actions, thus making its equity worthless and causing significant harm to the reputation of Firoz and other employees.

55. Cross-Complainant is informed and believes, and thereon alleges, that Ohanessian intentionally and substantially interfered with the Company's funds by taking and misappropriating the funds for his own personal use and enjoyment.

56. Ohanessian's actions were willful, malicious, fraudulent and oppressive, and were committed with the wrongful intent to injure the Company and in conscious disregard of the Company's rights. As a direct and proximate result of Ohanessian's conversion of Company's funds, the Company has suffered damages in excess of \$5,000,000, according to proof at trial.

### **THIRD CAUSE OF ACTION**

#### **(For Breach of Executive Employment Agreement)**

#### **(Against The Company)**

57. Cross-Complainant re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 56, above. On or around July 2, 2012, Cross-Complainant executed his Executive Employment Agreement (the "Agreement") with the Company, wherein he agreed to be employed as the President/CEO of the Company. A true and correct copy of the Agreement is attached as **Exhibit "A."**

58. Further, under the Agreement, as of July 1, 2014, Cross-Complainant had earned 150,000,000 restricted shares (pre-split), all of which had vested.

59. Cross-Complainant is informed and believes, and thereon alleges, that he fully performed all of his duties and obligations under the Agreement, except for those obligations which were excused.

60. The Company breached the Agreement, as follows:

- The Company failed to give Firoz the required notice and opportunity to any alleged breach of the Agreement, as required under Section 6.
- The Company failed to pay Firoz all of his compensation due and owing to him under the Agreement, specifically, from January 2012 to March 2017, the Company owes Cross-Complainant Firoz at least \$281,433 in unpaid salary, and Cross-Complainant owns 1.6 million preferred shares of stock in the Company.
- The Company failed to comply with Section 9.6 (Dispute Resolution).

61. The Company's breached caused Firoz to suffer significant damages, in an amount to be proven at the time of trial, but no less than \$281,433 in unpaid salary, and Cross-Complainant owns 1.6 million preferred shares of stock in the Company.

62. Further, under Section 9.6 of the Agreement, Firoz is entitled to his attorneys' fees and costs.

#### **FOURTH CAUSE OF ACTION**

##### **(For Wrongful Termination)**

##### **(Against The Company)**

63. Cross-Complainants re-allege and incorporate by reference the allegations contained in paragraphs 1 through 62, above.

64. For all material times, Cross-Complainant Firoz was an employee of the Company.

65. The Company purported to terminate Firoz's employment on or around March 14, 2017.

66. Cross-Complainant is informed and believes, and thereon alleges, that the Company terminated Firoz as a result of and in retaliation after Firoz gained knowledge of and blew the whistle on the wrongful activities, described above.

67. Cross-Complainant is informed and believes, and thereon alleges, that the Company retaliated against Firoz because he provided information, caused information to be provided, or assisted in an investigation by a federal regulatory or law enforcement agency,



or an internal investigation of the Company relating to alleged mail fraud, wire fraud, bank fraud, securities fraud, violations of SEC rules and regulations or violations of federal law relating to fraud against shareholders.

68. Cross-Complainant is informed and believes, and thereon alleges, that the Company retaliated against Firoz for acting as the whistleblower in providing information to the SEC, in initiating, testifying in, or assisting in any investigation or judicial or administrative act of the SEC based upon or related to such information, or in making required disclosures.

69. Cross-Complainant is informed and believes, and thereon alleges, that the Company terminated Firoz in violation of the fundamental public policy of the State of California as put forward in the Fair Employment and Housing Act ("FEHA"), *Labor Code* Section 1102.5, and the Unruh Civil Rights Act, as well as the fundamental public policy of the United States as put forward in the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964.

70. Cross-Complainant is informed and believes, and thereon alleges, that the Company subjected Firoz to an adverse employment action when he was terminated.

71. Cross-Complainant is informed and believes, and thereon alleges, that his termination was a legal cause of his damages and that his protected activities are causally linked to the adverse employment action at issue.

72. As a proximate cause of The Company's wrongful termination of Cross-Complainant, Cross-Complainant has suffered, and continues to suffer, substantial loss in earnings, embarrassment, humiliation and mental anguish, all to his damage, in an amount according to proof.

73. Cross-Complainant is informed and believes, and thereon alleges, that he is entitled to backpay, interest, reinstatement, compensatory damages under *Labor Code* Section 1105,

and attorneys' fees and litigation costs, and all other penalties and relief available under *Labor Code* Section 1102.5.

74. Cross-Complainant is informed and believes, and thereon alleges, that the actions of the Company were willful, malicious, fraudulent and oppressive under *Civil Code* section 3294, and were committed with the wrongful intent to injure Firoz and in conscious disregard of Firoz's rights, thus warranting an award of punitive damages.

### **FIFTH CAUSE OF ACTION**

**(For Retaliation, Under Government Code §12940, et seq.)**

(Against The Company)

75. Cross-Complainant re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 74, above.

76. At all times hereto, FEHA was in full force and effect and was binding upon The Company.

77. These laws set forth require The Company to refrain from retaliating against an employee for engaging in protected activity.

78. Cross-Complainant engaged in the protected activity of providing information, causing information to be provided, or assisting in an investigation by a federal regulatory or law enforcement agency, or an internal investigation of the Company relating to alleged mail fraud, wire fraud, bank fraud, securities fraud, violations of SEC rules and regulations or violations of federal law relating to fraud against shareholders.

79. Cross-Complainant suffered the adverse employment action of being terminated.

80. Cross-Complainant is informed and believes, and thereon alleges, that his termination was a legal cause of his damages and that his protected activities are causally linked to the adverse action at issue.



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81. The Company violated FEHA and the public policy of the State of California by retaliating against Cross-Complainant and terminating him for attempting to exercise his protected rights, as set forth herein.
82. Cross-Complainant is informed and believes, and thereon alleges, that the above acts of retaliation by The Company were done with the knowledge, consent, and/or ratification of, or at the direction of, The Company and its owners/managers.
83. As a proximate cause of The Company's retaliation against Cross-Complainant, Cross-Complainant has suffered, and continues to suffer, substantial loss in earnings, embarrassment, humiliation and mental anguish, all to his damage, in an amount according to proof.
84. Cross-Complainant is informed and believes, and thereon alleges, that the actions of the Company were willful, malicious, fraudulent and oppressive under *Civil Code* section 3294, and were committed with the wrongful intent to injure Firoz and in conscious disregard of Firoz's rights, thus warranting an award of punitive damages.
85. Under *Government Code* Section 12965(b), Cross-Complainant requests a reasonable award of attorneys' fees and costs, including expert fees under FEHA.

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**SIXTH CAUSE OF ACTION**

**(For Retaliation, Under *Labor Code* §§ 98.6 and 1102.5)**

(Against The Company)

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86. Cross-Complainant re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 85, above.
87. *Labor Code* Section 98.6 provides, in sum, that an employer shall not discharge an employee because the employee filed a bona fide complaint or because the employee exercised his or her rights under the *Labor Code*.

- 1 88. In addition to other remedies available, an employer who violates *Labor Code* Section 98.6  
2 is liable for a civil penalty not exceeding \$10,000 per employee for each violation, to be  
3 awarded to the employee who suffered the violation.  
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5 89. *Labor Code* Section 1102.5 provides, in sum, that an employer, or any person acting on  
6 behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy  
7 preventing an employee from disclosing information to a government or law enforcement  
8 agency, to a person with authority over the employee, or to another employee who has  
9 authority to investigate, discover, or correct the violation or noncompliance.  
10  
11 90. In addition to other remedies available, an employer who violates *Labor Code* Section  
12 1102.5 is liable for a civil penalty not exceeding \$10,000 per employee for each violation,  
13 to be awarded to the employee who suffered the violation.  
14  
15 91. Cross-Complainant engaged in the protected activity of providing information, causing  
16 information to be provided, or assisting in an investigation by a federal regulatory or law  
17 enforcement agency, or an internal investigation of the Company relating to alleged mail  
18 fraud, wire fraud, bank fraud, securities fraud, violations of SEC rules and regulations or  
19 violations of federal law relating to fraud against shareholders.  
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21 92. The Company, in retaliation, terminated Cross-Complainant for attempting to exercise his  
22 protected rights, in violation of *Labor Code* Sections 98.6 and 1102.5.  
23  
24 93. As a proximate cause of The Company's retaliation against Cross-Complainant, Cross-  
25 Complainant has suffered, and continues to suffer, substantial loss in earnings,  
26 embarrassment, humiliation and mental anguish, all to his damage, in an amount according  
27 to proof.  
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29 94. Under *Labor Code* Section 98.6(b)(3), Cross-Complainant is entitled to penalties in the  
30 amount of \$10,000 per violation to be assessed against The Company.  
31  
32 95. Under *Labor Code* Section 1102.5(f), Cross-Complainant is entitled to penalties in the  
33 amount of \$10,000 per violation to be assessed against The Company.



**SEVENTH CAUSE OF ACTION**

**(For Violation of *Business & Professions Code §17200, et seq.*)**

(Against The Company)

96. Cross-Complainant re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 95, above.
97. The Company's conduct, as alleged herein, is unfair, unlawful, fraudulent, and harmful to Cross-Complainant and to the general public. Cross-Complainant seeks to enforce important rights affecting the public interest within the meaning of *Code of Civil Procedure* Section 1021.5.
98. The Company's policies, activities, and actions as alleged herein, violate the *Labor Code* and the *Government Code* and constitute unlawful business practices under *Business & Professions Code* Section 17200, *et seq.*
99. Cross-Complainant is entitled to equitable relief against such unlawful business practices in order to prevent future damages to The Company's employees, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.
100. As a result of The Company's unfair, unlawful, and fraudulent business practices alleged herein, The Company has reaped unfair benefits and illegal profits at the expense of Cross-Complainant and members of the public. Company should disgorge its ill-gotten gains and restore such monies to Cross-Complainant.
101. Under *Business & Professions Code* Section 17203, Cross-Complainant is entitled to restitution of all money rightfully belonging to him that The Company wrongfully retained by means of its unfair, unlawful, fraudulent business practices.

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4 **EIGHTH CAUSE OF ACTION**

5 **(For Violation of The Private Attorneys General Act ("PAGA") (Labor Code § 2698, et seq.))**

6 (Against The Company)

7 102. Cross-Complainant re-alleges and incorporates by reference the allegations  
8 contained in paragraphs 1 through 101, above.

9 103. Cross-Complainant is an aggrieved employee under PAGA, he was employed by  
10 The Company and he suffered one or more Labor Code violations alleged herein.

11 104. Accordingly, Cross-Complainant seeks to recover the PAGA civil penalties for  
12 whistleblower retaliation in violation of *Labor Code* Sections 98.6 and 1102.5.

13 105. Under *Labor Code* Section 2699(g)(1), any employee who prevails in any action  
14 shall be entitled to an award of reasonable attorneys' fees and costs.  
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18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Cross-Complainants pray judgment against Defendants, and each of  
20 them, as follows:

- 21 1. For compensatory damages, according to proof at time of trial in a sum believed to  
22 exceed \$281,433 in unpaid salary and 1.6 million preferred shares of stock in the  
23 Company;  
24  
25 2. For restitution to the full extent permitted by law;  
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27 3. For penalties in the amount of \$10,000 for each violation, under *Labor Code*  
28 Section 98.6(b)(3);



4. For penalties in the amount of \$10,000 for each violation, under *Labor Code* Section 1102.5(f);
5. For an award of civil penalties under PAGA;
6. For an award of reasonable attorneys' fees and costs, including under *Labor Code* Section 2699(g);
7. For prejudgment interest at the maximum legal rate;
8. For costs of suit herein incurred;
9. For punitive damages; and
10. For such other and further relief as the court deems just and proper.

DATED: December 19, 2018

By: 

Brent M. Finch, Finch Law  
Attorneys for Defendant and Cross-  
Complainant, Imran Firoz

## **EXHIBIT A**



## EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") made this July 1, 2012 (the "Effective Date") by and between ABT Mining Co. doing business Abot Mining Co., an Idaho corporation under trading symbol ABOT.PK on OTC Pink with its principal place of business at 6303 Owensmouth Avenue, 10th Floor Woodland Hills, CA 91367 (the "Company") and IMRAN FIROZ of Northridge, California ("Executive").

### RECITALS

**WHEREAS**, IMRAN FIROZ has been working as the President/CEO of the Company as of December 28, 2011, the Company wishes to formalize employment of IMRAN FIROZ effective of July 1, 2012.

**WHEREAS**, the Company wishes to employ IMRAN FIROZ as President/CEO of the Company, and the Executive wishes to be employed by the Company on the terms and conditions contained herein.

**WHEREAS**, the Executive possesses expert knowledge and skills relating to the Company's business which, pursuant to the terms contained herein, the Company wishes to ensure will not be used by the Executive to the direct or indirect detriment of the Company.

**NOW, THEREFORE**, in consideration of the premises set forth above and for other good and valuable consideration mutually exchanged by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. EMPLOYMENT

1.1 **Offer of Employment.** The Company hereby employs Executive, as the President/CEO of the Company, and such other additional or different positions as the Company may determine from time to time, in its sole discretion.

1.2 **Acceptance of Employment.** Executive hereby accepts such employment upon the terms and conditions hereinafter set forth. Executive is aware of no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with his undertaking of employment with the Company. Executive represents and warrants that he

(a) will not disclose to the Company or use or induce the Company to use any proprietary information or trade secrets of others; and

(b) has returned all confidential information and property belonging to all prior employers.

### 2. TERM

The term of this Agreement shall begin on the Effective Date and shall

(a) be renewed automatically for succeeding terms for one (1) year each unless either party gives written notice to the other of at least ninety (90) days prior to the expiration of any term of his/its intention not to renew or

(b) be terminated if any of the conditions set forth in Section 6 (Termination of Employment) occur.

### 3. COMPENSATION & BENEFITS

3.1 **Base Salary.** During the term of this Agreement the Company shall pay Executive an annual salary of One hundred and twenty thousand dollars (\$120,000) ("Base Salary"), payable bi-weekly installments consistent with the Company's standard payroll practices. The annual Base Salary shall be reviewed on or before January 1 of each year, unless this Agreement is terminated as provided in



Section 6 (Termination). Employee shall receive an automatic salary increase to \$150,000 annually once the Employer realizes an annual net profit of \$500,000.

3.2 **Back Salary.** Executive shall be entitled to salaries owed by the Company to the Executive from December 28, 2011 and such payment shall be agreed between Executive and the Company. As of August 28, 2012, the Company owes the Executive following base salary payments of approximately \$27,712.

3.3 **Bonus & Profit Sharing based on Performance.** Executive shall be entitled to such bonuses as may be agreed to between Executive and the Company (subject to the provisions of the Company's charter and bylaws), based upon the relative performance of the Company such benefits currently include, but are not limited to.

- a) Signing bonus of \$25,000 for executing responsibilities above and beyond what is described in Section 5, including but not limited to Marketing & Branding, Investor Relations, Website Development and Updates, Legal, and Compliance.
- b) For each fiscal year in which Employer shall realize a net profit, Executive shall be entitled to and shall receive from Employer percentage of Net Profit as described in below: Employer shall pay Executive within forty five (45) days after close of the fiscal year an annual profit sharing payment as described below.
  - For net profit of \$250,000 to \$499,999, Executive payment shall be 12% of net profit.
  - For net profit of \$500,000 to \$999,999, Executive payment shall be 8% of net profit.
  - For net profit of \$1,000,000 and above, Executive payment shall be 6% of net profit.
- c) If the employment term is terminated by Employer for cause, after a 10 day written notice to cure, Employee shall not be entitled to any portion of the annual profit sharing payment for the fiscal year in which that termination occurs. However, if this Agreement should expire or be terminated for reasons other than cause, Employee shall be entitled to that portion of the annual profit sharing payment that the number of months during the fiscal year that he was employed hereunder bears to 12 months.
- d) For the purpose of determining the amount of the annual profit sharing bonus, the net profits of Employer shall be determined by the firm of independent certified accountants then employed by Employer.

3.3 **Benefits.** Executive shall be entitled to receive such benefits as are customarily provided to other full-time employees of the Company in comparable positions, which benefits shall be substantially similar to such benefits received by Executive in connection with his position in the Company.

3.4 **Vacation.** Executive shall be entitled to receive three (3) weeks of vacation each year, and shall be scheduled in accordance with the Company's standard vacation policy. If Employee is unable for any reason to take the total amount of authorized vacation time during any year, he may accrue that time and add it to vacation time for any following year or at his option, may receive a cash payment in the amount equal to the amount of annual salary attributable to that period.

3.5 **Illness.** Executive shall be entitled to ten (10) days per year as sick leave with full pay. Sick leave may be accumulated.

3.6 **Use of Automobile.**

- (a) Employer shall provide Employee with an automobile allowance payment of Five Hundred Dollars (\$500.00) per month for each month of the term and any renewals and/or extensions of this agreement.



- (b) Additionally, Employer shall pay all operating expenses of the automobile, including fuel, maintenance, repairs and insurance.

**3.7 Medical Coverage.** Employer agrees to include Employee in the coverage of its medical, major medical, hospital, dental, and eye care insurance or agrees to reimburse Employee for all medical coverage and dental expenses incurred by Employee, his spouse and those of his children.

**3.8 Key-Man Insurance.** Employer may, at its election and expense and for its benefit, insure itself against the loss of the Employee's services through death or disability.

**3.9 Business Expenses.**

(a) **Reimbursement of Ordinary Business Expenses.** All business expenses reasonably incurred by Executive in promoting the business of Employer, including expenditures for entertainment, lodging and travel, internet, cable, phone, and fax are to be paid for, either by advance or reimbursement by Employer.

(b) **Reimbursement of Other Business Expenses.** Employer shall promptly reimburse Executive for all other reasonable business expenses incurred by Executive in connection with the business of Employer.

**3.10 Restricted Stock Award.** Company hereby agrees to grant Executive 150,000,000 restricted shares of its common stock, \$0.0001 par value per share (the "Restricted Shares"). The Restricted Shares shall vest in three equal annual installments beginning December 28, 2011 provided that Employee continues to provide services to Company pursuant to this Agreement or in any other capacity.

Vesting Date	Vesting Period	Base Price	# of Restricted Shares
07/01/2012	1 year	\$0.0001	50,000,000
07/01/2013	1 year	\$0.0001	50,000,000
07/01/2014	1 year	\$0.0001	50,000,000

#### **4. EXECUTIVE DUTIES & RESPONSIBILITIES**

**4.1 Title.** Executive shall be employed as the President/CEO of the Company, and in that capacity shall report to the Company's Board of Director. As the President/CEO of the Company the Executive is subject to the provisions of the Company's charter and bylaws and the direction of the directors.

**4.2 Specific Duties.** As the President/CEO, the Executive shall perform duties as may be delegated to him by the directors, or as may be imposed by law. It shall be the duty of the President/CEO, and he shall have the power to see to it, that all orders and resolutions of the directors are carried into effect.

**4.3 Devotion to Employer's Business.** Executive shall devote his productive time, ability and attention to the business of Employer during the term of this Agreement.

**4.4 Extent of Services.** The Executive may serve as a member of the Board of Directors and/or as Officer for other organizations that do not compete with the Company in any manner, and may also participate in other professional, civic and governmental organizations and activities that do not materially affect his ability to carry out any Duties.

#### **5. EMPLOYER DUTIES & RESPONSIBILITIES**

**5.1** Employer shall provide Executive with the compensation, incentives, benefits and business expense reimbursement specified elsewhere in this agreement.

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**5.2 Indemnification of Losses of Executive.** Employer shall indemnify Executive for all losses sustained by Employee in direct consequence of the discharge of his duties on Employer's behalf.

## **6. TERMINATION OF EMPLOYMENT**

**6.1 Termination by Company.** Prior to December 31, 2012, the Company may not terminate Executive's employment except (a) for cause, (b) for no cause, or (c) as permitted under the Company's bylaws.

**6.1.1 Termination for Cause.** The Company may terminate the Executive's employment with the Company for cause for any violation of the Company's Code of Ethics which may include any of the following: (i) conviction of a felony, any act involving moral turpitude, or a misdemeanor where imprisonment is imposed, (ii) commission of any act of theft, fraud, dishonesty or falsification of any employment or Company records, (iii) improper disclosure of the Confidential Information, (iv) any action by the Executive that has or may have a detrimental effect on the Company's reputation or business, (v) Executive's failure or inability to perform any of the duties set forth in Section 4 (Duties) or any additional duties assigned by the Company, (vi) any breach of this Agreement which has not been cured within fifteen (15) business days following written notification of such breach, (vii) misconduct, gross incompetence, chronic absenteeism, sexual harassment, and any other conduct that has a negative effect on the Company's business, reputation or employees' well-being. Under termination of the Executive's employment as provided in this Section 6.1.1 (Termination for Cause), the Company shall be under no further obligation to Executive, except to pay unpaid Base Salary and vacation that has accrued as of the effective date of the termination.

**6.1.2 Termination without Cause.** The Company may terminate Executive's employment at any time without cause. In the event of the termination of Executive's employment without cause, and provided the Executive has executed a valid and comprehensive release in a form provided by the Company, the Executive shall be entitled to receive from the Company at the time of such termination without cause, a severance benefit equal to

Six (6) months base salary, in addition to accrued but unpaid Base Salary and accrued vacation, less deductions required to be taken by law.

**6.1.3 Executive's Death.** In the event of the Executive's death during the term of this Agreement, the Company sole obligation shall be to pay to the Executive's heirs or legal representative the Executive's unpaid Base Salary and vacation accrued as of the effective date of death, within fifteen (15) days of the date of death.

**6.2 Termination by Executive.** The Executive may terminate this Agreement by giving thirty (30) days' written notice to the Board of Directors.

**6.3 Cooperation; Non-Disparagement.** In the event of termination of employment for any reason, Executive shall cooperate with the Company, as reasonably requested by the Company to effect a smooth transition of Executive's duties and to ensure that the Company is apprised of the status of all matters the Executive is handling. The Executive further agrees that he will not, at any time, make comments, whether oral or in writing, that tend to disparage or injure the Company, its officers, directors, agents, employees, products and services, provided, however, that nothing in this Agreement will be construed to preclude Executive from complying with the terms of a validly issued subpoena.

**6.4 Survival.** The provisions of Section 7 (Ownership of Intellectual Property; Confidentiality) and Section 8 (Non-Competition) shall survive the termination of this Agreement.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY; CONFIDENTIALITY**

**7.1 Ownership.** Executive acknowledges that the Company shall retain ownership of all Intellectual Property Rights in all Company property and Confidential Information.



**7.2 Confidential Information.** During and at all times after Executive's employment: (i) Executive shall not disclose to any Person, without the Company's prior written consent, any Confidential Information; (ii) Executive shall not directly or indirectly use any Confidential Information other than as directed by the Company in writing; (iii) Executive shall not, except in furtherance of the business of the Company, remove Confidential Information from the premises of the Company without the prior written consent of the Company.

**7.3 Return of Confidential Information.** Upon termination of his employment for whatever reason, Executive will promptly deliver to the Company all originals and copies (whether in note, memo or other document form or on video, audio or computer tapes or disks or otherwise) of Confidential Information that is in his possession, custody or control, whether prepared by him or others.

## **8. NON-COMPETITION AND NON-SOLICITATION**

**8.1 Non-Competition.** Executive agrees that, during Executive's employment with the Company and for a period of six months thereafter, Executive will not establish or act, directly or indirectly, by way of ownership, management or otherwise, whether or not for compensation, as an Executive, employer, employee, agent, principal, partner, stockholder (other than ownership of less than 5% of the outstanding capital stock of a publicly-traded corporation), officer, director or in any other representative or individual capacity for, any business that (i) is directly competitive with, or (ii) provides goods or services to core business in which the Company is engaged. During the term of this Agreement, Executive will not undertake any planning for any outside business competitive with the Company.

**8.2 No Conflicts.** Executive agrees not to enter into any agreement that contains any term that may conflict, either actually or potentially, with the terms of this Agreement.

**8.4 No Solicitation of Company Employees and Executives.** Executive agrees that for a period of one (1) year following termination of employment for any reason, Executive will not disrupt, damage, impair or interfere with the Company's business by recruiting, soliciting or otherwise inducing any of the Company's employees or exclusive Executives to enter into employment or an exclusive consulting relationship with any other business entity that competes with the Company.

**8.5 No Solicitation of Company Customers.** Executive also agrees that, for a period of one (1) year following the termination of employment for any reason, Executive will not (a) call on, solicit, or take away (directly or indirectly), or (b) attempt to call on, solicit or take away (directly or indirectly) any Company customer or potential customer whom the Company has identified in the course of employment, either for Executive's own benefit or for the benefit of another Person, and Executive will not solicit or induce any customer or potential customer to terminate a business relationship with the Company.

## **9. MISCELLANEOUS PROVISIONS**

**9.1 Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the law of California.

**9.2 Agreement Binding.** This Agreement shall be binding upon any successors or assigns of the Company and upon Executive's heirs, legal representatives, administrators, and executors.

**9.3 Assignment and Transfer.** The rights and obligations of the Executive under this Agreement shall not be transferable by assignment or otherwise. This Agreement shall inure to the benefit of, and be binding upon and enforceable in the event of any Change of Control.

**9.4 Captions.** All paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of this Agreement.

*if*



9.5 **Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

9.6 **Dispute Resolution.** The parties shall submit any dispute arising under, out of, or in connection with this Agreement to mediation in Idaho under the applicable Mediation Rules of the American Arbitration Association. All costs of such mediation shall be borne equally by the parties. If such dispute is not entirely resolved through mediation, any unresolved matters relating to such dispute shall be determined and settled by arbitration in Los Angeles County, California pursuant to the Rules of the American Arbitration Association for resolution of commercial disputes. Any award rendered therein shall be final and binding on all parties hereto and judgment may be entered thereon in any court of appropriate jurisdiction. All costs of such mediation shall be borne equally by the parties. All costs of such arbitration may be allocated among and awarded to the parties per the arbitrator's sole discretion.

9.7 **Entire Agreement.** This Agreement contains the entire agreement between the parties. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof, whether written or oral. Any representation, promise, or condition not incorporated herein shall not be binding upon either party.

9.8 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed (a) if to Executive, to him at his current home address as listed on the payroll records of the Company, and (b) if to the Company to Board of Directors at Company's principal place of business, with a copy to each of:

If to the Company:

**BOARD OF DIRECTORS**

Abot Mining Co.

ABOT.PK

6303 Owensmouth Avenue | 10th Floor

Woodland Hills | CA 91367

T: +1 818.302.0100

E: info@abotmining.com

If to the Executive:

**IMRAN FIROZ**

9850 Reseda Blvd. | Suite 103 | Northridge | CA 91324

T: +1 818.300.5792

E: Imran\_firoz@hotmail.com

9.9 **Remedy for Breach; Attorney's Fees.** The parties hereto agree that, in the event of a breach or threatened breach of any covenants of Executive, the damage or imminent damage to the value and the goodwill of the Company's business shall be incalculable, and therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company shall be entitled to injunctive relief against Executive in the event of any breach or threatened breach of any provisions of this Agreement by Executive, in addition to any other relief (including damages) available to the Company under this Agreement or under law. The prevailing party in any action instituted under this Agreement shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other expenses incurred in such action.

9.10 **Severability.** If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in this Agreement.

9.11 **Waiver.** No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

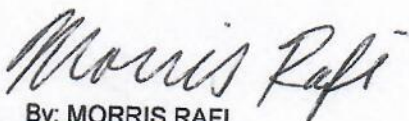
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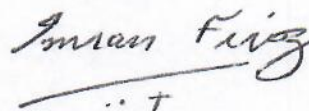
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

On behalf of the Company  
(as it's duly appointed Director)

Executive



By: MORRIS RAFI  
DIRECTOR  
ABT MINING CO., Idaho Corporation  
(DBA ABOT MINING CO.)



By: IMRAN FIROZ

PROOF OF SERVICE

STATE OF CALIFORNIA       )  
  )  
COUNTY OF LOS ANGELES    )

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 27200 Agoura Road, Suite 102, Calabasas, CA 91301.

On December 19, 2018, I served the foregoing document described as: **CROSS-COMPLAINT**, on all interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

☒ (BY MAIL) I am familiar with the ordinary business practice of Finch Law for collection and processing of correspondence for mailing with the United States Postal Service at the aforementioned place of business and that the above-entitled document was placed in a sealed envelope and deposited for collection and mailing on the date stated above, following such ordinary practices, and in such manner as to cause it to be deposited with the United States Postal Service that same day, with postage thereon fully prepaid, in the ordinary course of business, addressed as indicated above.

☐ (BY FACSIMILE) I caused such document to be faxed to the addressee.

☐ (BY E-MAIL) I caused such document to be e-mailed to the addressee.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

☐ (BY EXPRESS MAIL, CCP 1013(c,d)) I caused such envelope to be placed in the box regularly maintained by the express service carrier, Federal Express.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

☒ Executed on December 19, 2018, at Calabasas, California

  
\_\_\_\_\_  
BRENT FINCH



**SERVICE LIST**

Scott A. Sheikh  
The Sheikh Law Firm  
10940 Wilshire Boulevard, Suite 1600  
Los Angeles, CA 90024  
[sheikhs@sheikhlaw.com](mailto:sheikhs@sheikhlaw.com)